

# CHINA

THE

# MAIL.

Established February, 1845.  
With which is incorporated The "Hongkong Evening Mail and Shipping List." Published every Evening.

Vol. XXXIII. No. 4421. 第一冊月八年七十七百八千一英

HONGKONG, FRIDAY, AUGUST 31, 1877.

日三月七年丑丁

PRICE, \$24 PER ANNUM.

## AGENTS FOR THE CHINA MAIL.

LONDON.—F. ALGAR, 8, Clement's Lane,  
Lombard Street, George Street, 30,  
Cornhill, GORDON & GOTCH, Ludgate  
Circus, H. C. BATES, HENDY & Co.,  
4, Old Jewry, E. C. SAMUEL DEACON &  
Co., 150 & 164, Leadenhall Street.

NEW YORK.—ANDREW WIND, 133, Nassau Street.

AUSTRALIA, TASMANIA, AND NEW  
ZEALAND.—GORDON & GOTCH, Mel-  
bourne and Sydney.

SAN FRANCISCO and American Ports  
generally.—BROWN & BLACK, San Fran-  
cisco.

CHINA.—SWATOW, QUENCH & CAMPBELL,  
Amoy, WILSON, NICHOLLS & Co., FOOCHOW,  
HENDERSON & Co., SHANGHAI,  
LAKE, CRAWFORD & Co., and KELLY  
& WALSH, MANILA, C. HEINSENBACH & Co.,  
Macao, L. A. DA GRACA.

## BANKS.

HONGKONG & SHANGHAI BANKING  
CORPORATION.

PAID-UP CAPITAL, 5,000,000 Dollars.  
RESERVE FUND, 650,000 Dollars.

COURT OF DIRECTORS.

Chairman—H. HOPPIUS, Esq.  
Deputy Chairman—F. D. SASSOON, Esq.

E. R. BELLIOS, Esq. WILHELM REINHOLD,  
W. H. FORBES, Esq. Esq.  
Hon. W. KESWICK, Esq. ED. TOBIN, Esq.  
A. MOYER, Esq.

CHIEF MANAGER.  
Hongkong.—THOMAS JACKSON, Esq.

MANAGER.  
Shanghai.—EWEN CAMERON, Esq.

LONDON BANKERS.—London and County  
Bank.

## HONGKONG.

### INTEREST ALLOWED.

ON Current Deposit Account at the rate  
of 1 per cent. per annum on the daily  
balance.

For Fixed Deposits:

For 3 months, 2 per cent. per annum.

" 6 " 4 per cent. "

" 12 " 5 per cent. "

LOCAL BILLS DISCOUNTED.

Credits granted on approved Securities,  
and every description of Banking and  
Exchange business transacted.

Drafts, granted on London, and the  
chief Commercial places in Europe, India,  
Australia, America, China and Japan.

T. JACKSON,  
Chief Manager.

Office of the Corporation,  
No. 1, Queen's Road East.  
Hongkong, August 16, 1877.

CHARTERED BANK OF INDIA,  
AUSTRALIA & CHINA.

CAPITAL, £800,000.  
RESERVE FUND, £10,000.

BANKERS.

THE BANK OF ENGLAND.

THE CITY BANK.

THE NATIONAL BANK OF SCOTLAND.

THE BANK'S BRANCH in HONG-

KONG grants Drafts on London and the  
chief Commercial places in Europe and the  
East; buys and receives for collection  
Bills of Exchange; and conducts all kinds  
of Banking and Exchange Business.

Local Bills discounted, and Interest  
allowed on Current Accounts and on De-  
posits for fixed periods on terms which may  
be ascertained on application.

## Notices of Firms.

### NOTICE.

M. R. EDWARD BURNIE will conduct the  
business of my office, during my  
Temporary Absence from the Colony.

R. H. CAIRNS,  
Surveyor to Local Offices,  
and Lloyd's Register of Shipping,

2, Club Chambers,  
Hongkong, March 17, 1877.

### NOTICE.

FROM This Date Mr. EDWARD SHEPPARD  
and Mr. M. W. GREEN, are autho-  
rized to sign the name of our Firm per  
Procuration at Foochow, and Mr. F. F.  
ELWELL at Amoy.

RUSSELL & Co.

China, June 1, 1877.

### NOTICE.

M. R. F. C. DUTTMER is authorized to  
sign our Firm per Procuration.

### SANDER & Co.

Hongkong, June 23, 1877.

## Intimations.

G. FALCONER & Co.,  
WATCH AND CHRONOMETER  
MANUFACTURERS,  
AND  
JEWELLERS.

NAUTICAL INSTRUMENTS, CHARTS  
AND BOOKS.

46, Queen's Road Central.

Hongkong, August 20, 1877.

## Intimations.

# DEVÖE'S BRILLIANT OIL. RELIABLE, ECONOMICAL, SAFE!!

DESIRING to benefit by the world-  
wide reputation of our Oil, certain  
parties have attempted to imitate our pack-  
ages. Suits at law have been instituted  
against the MAKERS and PURCHASERS of  
these imitations. Buyers should be careful  
to see that the words "DEVÖE'S BRIL-  
LIANT" are stencilled on the cases, and the  
words "DEVÖE MTG CO. PATENTS"  
are stamped on the top of the can.

THE DEVÖE MANUFACTURING Co.,  
80 Beaver and 127 Pearl Streets,  
N.Y.

HONGKONG & SHANGHAI BANKING  
CORPORATION.

## NOTICE TO SHAREHOLDERS.

THE DIVIDEND declared for the Half-  
year ending on 30th June last, at the  
rate of ONE POUND STERLING (£1) per  
Share of \$125, is PAYABLE on and after  
FRIDAY, the 17th instant, at the Office  
of the Corporation, where Shareholders are  
requested to apply for Warrants.

By Order of the Court of Directors,  
THOMAS JACKSON,  
Chief Manager.

Hongkong, August 16, 1877.

## ADJUSTMENT OF BONUS FOR THE YEAR 1876.

THE CHINA FIRE INSURANCE  
COMPANY, LIMITED.

## ADJUSTMENT OF BONUS FOR THE YEAR 1876.

SHAREHOLDERS in the above Com-  
pany are requested to furnish the Under-  
signed with a List of their Contributions  
for the year ending 31st December last,  
in order that the distribution of Twenty per  
cent (20%) of the Net Profits reserved for  
Contributors may be arranged. Returns  
not rendered prior to the 31st October next,  
will be adjusted by the Company, and no  
claims or alterations will be subsequently  
admitted.

JARDINE, MATHESON & Co.,  
General Agents.

Hongkong, May 1, 1877.

## TO LET.

## TO LET.

NOS. 4, and 5, PECHILI TERRACE, ELGIN  
STREET.

Apply to LANE, CRAWFORD & Co.

Hongkong, July 30, 1877.

## TO LET.

THE DWELLING HOUSE and OFFICES NO. 1,  
D'AGUILAR STREET, lately in the occupa-  
tion of MESSRS. DOUGLAS LAPRAIK & Co.

The Dwelling House No. 6, GOUGH STREET.

The Dwelling House No. 10, GOUGH  
STREET. Possession from 1st September next.

Apply to DOUGLAS LAPRAIK & Co.

Hongkong, July 9, 1877.

## TO LET.

HOUSE NO. 10, ALBANY ROAD, lately  
occupied by the REV. R. H. KIDD.

"BIANNE VILLA," POK-FOO-LUM, FURNISHED.

HOUSES NOS. 8 and 9, PEDDAR'S HILL.

DAVID SASSOON, SONS & Co.

Hongkong, July 21, 1877.

## Auctions.

## PUBLIC AUCTION.

THE Undersigned has received in-  
structions from H. M. Naval Store-  
keeper, to sell by Public Auction, on

WEDNESDAY,

the 5th September, 1877, at 11 o'clock  
a.m., at H. M. NAVAL YARD,—

Sundry Condemned Naval and Vic-  
tualing STORES, Comprising—

OLD IRON.

" GLASS.

" HOSES.

" LIGUM-VITA.

A quantity of CANVAS, CORDAGE and Sun-  
dries, slightly damaged by fire.

OLD CASES and CASES.

MESS TRAPS.

" &c. &c. &c. &c.

Also,

26 Copper and 9 Tin Bow LANTERNS,

with LENSES, &c. Complete.

TERMS of SALE.—Cash before delivery

in Mexican Dollars weighed 7.1.7. All

lots, with all faults and errors of descrip-  
tion, at Purchaser's risk on the fall of the  
hammer.

J. M. ARMSTRONG,  
Government Auctioneer.

Hongkong, August 28, 1877.

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# THE CHINA MAIL.

[No. 4421.—AUGUST 31, 1877.]

## Notices to Consignees.

### NOTICE TO CONSIGNEES.

P. & O. S. N. Co.'s S. S. ASSAM AND INDUS.

**C**ONSIGNEES of Cargo by the above-named Vessels, from London, Bombay and Intermediate Ports, and in connection with the Steamer NEPAUL from Calcutta, are hereby informed that their Goods are being landed and stored at their risk in the Company's Godowns, at West Point, whence delivery can be obtained from this date.

Goods not delivered by the 1st September will be subject to rent.

ADAM LIND,

Superintendent.

Hongkong, August 25, 1877. sel

**C**ASTLE LINE OF STEAMERS.  
LOUDOUN CASTLE,  
FROM LONDON AND SINGAPORE.

**T**HIS Steamer having arrived, Consignees of Cargo are hereby informed that their Goods are being landed, at their risk, into the Godowns of Mr A. M. G. HEARD, whence delivery may be obtained.

Consignees wishing to receive their Goods on the Wharf are at liberty to do so.

Optional Cargo will be forwarded on, unless notice to the contrary be given before Noon To-day.

No Claims will be admitted after the Goods have left the Godowns, and all Goods remaining after the 1st Proximo will be subject to rent.

No Fire Insurance has been effected.

Bills of Lading will be countersigned by

ADAMSON, BELL & Co.,

Agents.

Hongkong, August 25, 1877. sel

FROM LONDON AND SINGAPORE.

**T**HIS S. S. Glenelg having arrived, Consignees of Cargo are hereby informed that their Goods are being landed at their risk and stored by the Under-signer in their Godowns, whence and/or from the Wharf or Boat delivery may be obtained.

Optional Cargo will be forwarded to Shangha, unless notice to the contrary is given before Noon To-day.

Cargo remaining undelivered after the 3rd Proximo will be subject to rent.

No Fire Insurance has been effected.

Bills of Lading will be countersigned by

JARDINE, MATHESON & Co.,

Agents.

Hongkong, August 27, 1877. sel

**G**ERMAN BARK ADOLPH, FROM HAMBURG.

**C**ONSIGNEES of Cargo by the above-named Vessel are hereby requested to send in their Bills of Lading to the Under-signer for countersignature, and to take immediate delivery of their Goods.

Cargo impeding the discharge of the Vessel will be landed and stored at Consignees' risk and expense.

ARNHOLD, KARBERG & Co.,

Agents.

Hongkong, August 6, 1877.

## Intimations.

### NOTICE.

**T**HE Undersigned begs to remind his Customers and the Public generally that he still CARESSES on his PHOTOGRAPHIC BUSINESS in No. 3 A, LOWER WYNDHAM STREET; and that he has no connection whatever with the Establishment recently opened in Queen's Road, under the Name and Style of APONG & Co.

AFONG,

No. 3 A, Wyndham Street.  
Hongkong, August 15, 1877. sel

### AFONG,

PHOTOGRAPHER,  
by appointment, to  
H. E. SIR ARTHUR KENNEDY,  
GOVERNOR OF HONGKONG;  
and to

H. I. H. THE GRAND DUKE ALEXIS  
OF RUSSIA,

Wyndham Street, formerly ATHLETIC CLUB, HAS on hand the Largest and Best Collection of Views of China, Photographic Albums, Pictures, Cases, &c., of assorted sizes. Ex. S. S. *Tigre*, Revolving Standard Albums, Armorial Monogram and Postage Stamp Albums, Russia Leather, Velvet and carved wood Albums, Cases and Frames, also Albums for Cabinet Portraits only, Portraits of the Generals of the present Russo-Turkish War, Eminant British Statesmen, the two Chinese Ambassadors in Cabinet and Carte de Visite sizes, Coloured Portraits of English Ladies.

Hongkong, August 24, 1877.

### Not Responsible for Debts.

**N**either the Captain, the Agents, nor Owners will be Responsible for any Debts contracted by the Officers or Crew of the following Vessels, during their stay in Hongkong Harbour:—

—TWINLION, British barque, Capt. Darley.

—Jardine, Matheson & Co.

—NIMROD, British barque, Capt. Clark.

—Captain.

—PILGRIM, American ship, Capt. F. Fowles.

—Order.

—SCINDIA, British ship, Capt. Lightbody.

—Russell & Co.

—NORTHOA, German 3-m. schooner, Capt. C. Schweier.—Möchens & Co.

—ULLICO, British barque, Captain A. P. Goodman.—Borneo Co.

—ANNIE S. HALL, American 3-m. schooner, Capt. Chas. H. Nelson.—Douglas Lepraik & Co.

—ABERLADY, British barque, Capt. Nicoll.

—Jardine, Matheson & Co.

—BEETHOVEN, German barque, Captain R. Haje.—Melchers & Co.

—VISCOUNT MADDOCK, British 3-m. schooner, Capt. Wm. Wright.—Borneo Co., Limited.

## To-day's Advertisements.

### CRICKET.

**T**HE ANNUAL GENERAL MEETING of the HONGKONG CRICKET CLUB, will be held at the HONGKONG Club, on MONDAY, 3rd September, at 5 o'clock p.m.

### WILLIAM HYNES,

Hon. Secretary.

Hongkong, August 31, 1877. sel

### U. S. MAIL LINE.

### PACIFIC MAIL STEAMSHIP COMPANY.

THROUGH to NEW YORK, VIA OVERLAND RAILWAYS, and TOUCHING AT YOKOHAMA, and SAN FRANCISCO.

**T**HE U. S. Mail Steamer CITY OF TOKIO will be despatched for San Francisco, via Yokohama, on \_\_\_\_\_, 1877, at 3 p.m., taking Passengers, and Freight, for Japan, the United States, and Europe.

Through Passenger Tickets and Bills of Lading are issued for transportation to Yokohama and other Japan Ports, to San Francisco, to ports in Mexico, Central and South America, and to New York and Europe via OVERLAND RAILWAYS.

A Steamer of the MITAU BILD S. S. COMPANY will leave Shanghai, via the Inland Seas Ports, about same date, and make close connection at Yokohama.

At New York, Passengers have selection of various lines of Steamers to England, France and Germany.

Freight will be received on board until 4 p.m., and all Parcel Packages should be marked to address in full; value of same required.

Consular Invoices to accompany Overland Cargo should be sent to the Company's Offices in Sealed Envelopes, addressed to the Collector of Customs at San Francisco.

For security's sake, Shippers of Overland Cargo are requested to endorse on the Envelope the Marks and Nos. of Packages Shipped, to correspond with those in their Bills of Lading.

For further information as to Passage and Freight, apply to the Agency of the Company, No. 9, Praya Central.

RUSSELL & Co., Agents.

Hongkong, August 31, 1877.

### SHIPPING.

### ARRIVALS.

Aug. 30, *Ava*, Portuguese ship, 631, E. A. de Souza, Newcastle (N.S.W.), June 21, Coal.—BRANDAO & Co.

Aug. 31, *Circe*, British schooner, 145, R. Alexander, Newcastle (N.S.W.), July 19, Coal.—CLYPHANT & Co.

Aug. 31, *Yesso*, British steamer, 560, S. Ashton, Foochow Aug. 28, Amoy 29, and Swatow, 30, General.—DOUGLAS LA PRAIK & Co.

Aug. 31, *Rotterdam*, Dutch barque, 760, Dirk, Toulon Aug. 20, General.—ORDEN.

DEPARTURES.

Aug. 30, *Norna*, for Swatow.

31, *Charley*, for Keeling.

31, *Antwerp*, for Meridores (Bolivia).

31, *Woodhall*, for Portland (Oregon).

31, *Genevieve*, for Saigon.

31, *Beethoven*, for Whampoa.

31, *Canton*, for Bangkok.

31, *Yangtze*, for Shanghai.

31, *Benefactor*, for Amoy.

### CLEARED.

Robert Henderson, for London.

Japan, for Hiozo.

Annie S. Hall, for Keeling.

Jylland, for Whampoa.

Pym, for Shanghai.

Victoria, for San Francisco.

Emily Chaplin, for Portland (Oregon).

William Phillips, for Singapore.

Presto, for Tientsin.

### PASSENGERS.

ARRIVED.

Per *Veso*, from Lat. Ports, Mr Pye, and 90 Chinese.

Per *Ava*, from Newcastle (N.S.W.), 19 Chinese.

Per *Rotterdam*, from Toulon, 72 Chinese.

DEPARTED.

Per *Yangtze*, for Shanghai, Mr Carozzi, Mrs Cleddy and Sister.

Per *Antwerp*, for Mexilones, 3 Chinese.

SHIPPING REPORTS.

The Portuguese ship *Ava* reports: Favourable weather up to Pellew Islands, since then a succession of calms and head winds.

The British schooner *Circe* reports: Had strong Southwardly winds, and crossed the Equator on the 2nd August, then had strong S.W. wind to 12 N.E., passed the Ladrona Islands on the 11th, and had light Northerly winds until sighting the Shetland Isles on the 26th, from thence N.E. winds to arrival.

The British steamer *Fasse* reports: Foochow to Swatow moderate North-easterly winds and fine. Swatow to Hongkong light variable winds and fine. Off Breaker Point passed S. S. *Glenroy*, *Bentley*, *Kiltarny*, and *Han-kwang*. In Amoy—*Stra*, *Glenroy*, *Chesoo*, and *Hui Yew*. In Swatow—*Sir Namor*, and *H. M. S. Hornet*.

### General Memoranda.

## POST OFFICE NOTIFICATIONS.

### MAILS BY THE BRITISH PACKET.

**T**HE French Contract Packet IRACQUAD-DY will be despatched from Hongkong on SATURDAY, the 1st Sept., with Mails to and through the United Kingdom and Europe, via Marseilles; to Saigon, Singapore, Batavia, Galle, Australia, New Zealand, Tasmania, Fiji, Aden, Seychelles, Réunion, Mauritius, Socotra, and Alexandria. This is the best opportunity for forwarding Correspondence to E. Africa, the Cape, St. Helena, and Ascension.

Letters may also be forwarded to INDIA by this Packet, but can be paid only as far as Ceylon. The postage to Ceylon must be prepaid. Such letters should be marked Paid to Galle only; they will go on from Galle as unpaid.

The following will be the hours of closing the Mails, &c.:—

Friday, 31st August.—

5 P.M., Money Order Office closes. Post Office closes except the NIGHT Box, which remains open all night.

Saturday, 1st September.—

10 A.M., Post Office opens for sale of Stamps, Registry of Letters, and Posting of all correspondence.

10 A.M., Registry of Letters ceases.

11 A.M., Post Office closes except for Late Letters.

11.10 A.M., Letters (but Letters only) except those to and through Australia, may be posted on the Packet with Late Fee of 18 cents extra postage, until

11.30 A.M., when the Post Office CLOSES entirely.

Hongkong, August 18, 1877. sel

MAILS BY THE TORRES STRAITS PACKET.—

The Australian Contract Packet SOMERSET, will be despatched from Hongkong on WEDNESDAY, the 5th September, with Mails for Singapore, Somersett, Cocktown, Cleveland Bay, Bowen, Kepel Bay, Brisbane, Sydney, Tasmania, New Zealand, and Melbourne.

Correspondence cannot be registered after 3.15 p.m.

The Mails will be closed at 8.30 p.m.

Correspondence for New Zealand must be specially directed via Torres Straits, or it will be sent via Galle.

Correspondence for Southern and Western Australia can be sent by this route if desired, but as a general rule it is

thoroughly competent to arrive at the measurement of a noisy, has furnished us with the following table which may be of interest to our readers.

From the base of the mountain to the	
First Rest House	804 feet.
Second	525 "
Third	800 "
Fourth	1100 "
Fifth	1425 "
Monastery	1662 "

The height of the Peak was not taken by one informant, but it is, we believe, about 2500 feet.

A private letter from Tientsin, received per Europe, speaks most favourably of the millet crop in that neighbourhood. The writer says, "Foreigners have written that the crops are dreadfully damaged, but I go up country often than most people here, and cannot trace any serious injury to the young grain." The newly erected telegraph-line is said to be working well, and, so far has not had any effect on the Fung-Shui. An extension of this line to Paoting-foo, the capital of the province, has been sanctioned by the Peking authorities. A further purchase of Krupp guns, to the value of £15,000, is said to have been completed.

JUDICIAL COMMITTEE OF THE PRIVY COUNCIL—APPEAL CASE, BENEKE, SOUCHAY, AND CO. (APPELLANTS) V. WHITALL AND OTHERS, TRUSTEES OF THE ESTATE OF AUGUSTINE HEARD AND CO. (RESPONDENTS).

This was an appeal against a decree of the Supreme Court at Hong Kong, dated Feb. 16, 1876, and made in a suit in which the above-named appellants were defendants. The suit was instituted by the Trustees of Augustine Heard and Co. (the respondents), in virtue of a deed of assignment expressed to be made and entered into by and between the members of the firm of Augustine Heard and Co. and their creditors, dated the 19th April, 1875, and under provisions of the Hong Kong Bankruptcy Ordinance of 1864, and the object of the suit was to have certain mortgages, eight in number, given to the appellants (Beneke and Co.) by Augustine Heard and Co., set aside for the benefit of the creditors under the trust deed. The decree of the Supreme Court in Hong Kong set aside the mortgages given to the appellants, and against this judgment the present appeal was instituted.

The reasons for the appeal were as follows:—

1. Because the said deed of the 19th of April, 1875, did not place the respondents in the position of assignees in bankruptcy, and gave them no title enabling them to impeach the mortgages.

2. Because the appellants cannot be treated as having assented to the said deed, except upon the condition that their securities should not be compromised.

3. Because by virtue of the arrangements between the appellants and the said firm of Augustine Heard and Co., the proceeds of all bills drawn upon the appellants, under the aforesaid letters of credit, were specifically appropriated to the purpose of the said arrangements, and the said firm of Augustine Heard and Co. took upon themselves the duty and obligation of investing such proceeds pending the remittance thereof to the appellants, and could not use for their own purposes any part of such proceeds without, at any rate, incurring, as from the date of such use, an immediate and continuing liability to give good security for the same.

4. Because the said firm of Augustine Heard and Co. had applied for their own purpose the proceeds of bills for between £22,000 and £23,000, drawn under the said letters of credit, Nos. 936, 965, and 966, and were under an obligation to give security for the same at the time when the first six of the aforesaid mortgages were given, and as part of the same transaction with the giving of the said mortgages they obtained on the credit of the appellants, and for the purposes of carrying on their trade, and applied in payment of their trade debts the proceeds of bills for £20,000, drawn under the said letters of credit, Nos. 978 and 999.

5. Because all the impeached mortgages were given in pursuance of the obligation to give security for the proceeds of the said bills.

6. Because the said mortgages were not executed in contemplation of bankruptcy, but in the expectation that, by the help of the monies raised by the negotiation of the said bills for £20,000, the said firm might be enabled to tide over its difficulties and continue its business.

7. Because the evidences show that the said mortgages were not executed with the intention of fraudulent preference, but from a sense of obligation.

8. Because the original execution of the said mortgages was not the voluntary and spontaneous act of the mortgagors.

9. Because the completion of the security intended to be given by the said mortgages of February, 1875, by the handing over of the mortgages and of the title deeds to agents of the appellants, and the granting of the further mortgages of the 13th of April, 1875, were the results of pressure on the part of the appellants, and in no sense voluntary or spontaneous acts on the part of the said firm of Augustine Heard and Co.

10. Because, independently of the operation of the said mortgages of February, 1875, the handing over of the title deeds of the property, under the circumstances above appearing, entitled the appellants to an equitable mortgage over all the hereditaments comprised in such title deeds, for securing the amount which they have paid in respect of the bills drawn upon them aforesaid, and to a lien on such title deeds securing the same amount.

11. Because the appellants are entitled to consider the said mortgages as investments of the proceeds of the bills drawn under the said letters of credit.

12. Because the decree of the 16th of February, 1875, setting aside the said mortgages, and ordering the title deeds to be given up, is erroneous.

The respondents replied as under:—

1. Because the appellants assented to the deed of the 19th April, 1875, and the said deed and the provisions of the 107th Article of the Bankruptcy Ordinance, 1864, relative thereto, were binding and effectual as against the appellants.

2. Because at the time of the date and execution of the said several deeds dated respectively the 2nd and 24th of February, 1875, and the 13th April, 1875, the firm of Augustine Heard and Co. were insolvent, and the said several deeds were executed by or on behalf of that firm voluntarily and in contemplation of bankruptcy and to give the appellants a fraudulent preference over the other creditors of the said firm.

3. Because the security attempted to be created by the said several deeds dated respectively the 2nd and 24th of February under clause 188. Then it proceeded,

and the 13th of April, 1875, was a fraud on the other creditors, entitled to benefit of the said deed of the 19th of April, 1875, and the appellants are not entitled to the benefit thereof.

4. Because the delivery of the said deeds on the 13th day of April constituted in substance an alienation of the whole of the debtor's available estate and effects, and was an act of bankruptcy; and the said deeds are therefore void as against the respondents claiming as trustees under the said deed of the 19th day of April.

The judgment delivered by Sir R. Collier is as follows:—

This is an action brought by trustees appointed under the provisions of a deed of the 19th of April, 1875, executed by the firm of Augustine Heard and Company, carrying on business in Hongkong, as well as in other places. The plaintiffs sue for the purpose of setting aside certain conveyances of real property to the defendants, merchants in London, on the ground that they were given by way of fraudulent preference.

The first question raised by the defendants, is whether the plaintiffs have the right to maintain a suit on this ground; and inasmuch as this question, if disposed of in favour of the appellants, decides the case, their Lordships have thought it desirable to hear the argument upon it in the first instance.

This question depends upon the construction of an ordinance of Hongkong in 1864 on the subject of bankruptcy, which was passed three years after the well-known Bankruptcy Act in this country of 1861, and in a great measure, indeed in a great number of clauses, almost *totidem verbis*, follows that enactment.

The material sections of that ordinance for the present purpose are, first, section 163: This comes under the head of "Trust deeds for the benefit of creditors," and enacts as follows:—"Every deed or instrument made or entered into between a debtor and his creditors, or any of them, as trustees for the rest, or a trustee on their behalf, relating to the debts or the liabilities of the debtor, and his release therefrom, or the distribution, management, and winding up of his estate, or any of such matters, shall be valid and effectual and binding on all the creditors of such debtor as if they were parties to and had duly executed the same, provided the following conditions be observed." Then come several conditions.

The first of them is that the deed shall be a conveyance of the estate of the debtor, except a small portion; the next, that a majority in number representing three-fourths in value of the creditors shall in writing assent to or approve of such deed. Then come provisions relating to the execution of the trust deed. Then follows a further provision in these terms:—"Within twenty-eight days from the day of the execution of such deed or instrument by the debtor, the same shall be produced and left at the office of the Registrar for the purpose of being registered." The next section, 164, provides for a special form and manner of registration of documents of this kind. It requires that "The date, names, and descriptions of the parties to every such deed or instrument, not including the creditors, together with a short statement of the nature and effect thereof, shall be entered by the Registrar in a book to be kept exclusively for the purposes of such registration. Such entry shall be made within forty-eight hours after the deed shall have been left at the office as aforesaid, and a copy of such entry shall be published in the Hong Kong Government Gazette as soon as reasonably can be done after, but in no later than ten days from the time of making such entry."

It is clear that the deed in this case does not fall under the provisions of these sections, inasmuch as it was not proved to have received the requisite assent of creditors. But it was contended, and this in effect was the ruling of the Court below, that this deed being one within those of Section 167, and therefore operated to give the plaintiffs all the rights of action which would have accrued to assignees in bankruptcy. It will be necessary to examine both these sections. Section 165 is in these terms:—"Every deed or instrument, or agreement whatsoever," and it may be observed that the term "agreement" is here inserted, which not to be found in the previous clause, "made and executed by which a debtor not being a bankrupt conveys or covenants or agrees to convey, his estate and effects, except such portion thereof as aforesaid for the benefit of his creditors." It may be further observed that this clause contemplates not only a deed conveying the bankrupt's estate, but an agreement to convey it; the clause proceeds, "or makes any arrangement or agreement with his creditors, or any person on their behalf, for the distribution, inspection, conduct, management, or winding up of his affairs or estate, or the release of such debtor from his debts or liabilities, shall, within twenty-eight days from and after the execution thereof by such debtor, or within such further time as the Court shall allow, be registered in the Court; and in default thereof shall not be received in evidence."

This section, although it may possibly include deeds described in the former, embraces a large class of deeds of a very different character, and extends to "agreements" of several kinds. It is wide enough to comprise almost any written agreement, whether under seal or not, which the debtor may execute even without the consent of any of his creditors, appointing an inspector or trustee with the view of winding up or managing his affairs, although it does not convey the whole or any part of his estate, or effect a "seisin honorum." Section 166 is to this effect:—"Every such deed, on being so registered as aforesaid, shall have a memorandum thereof written on the face of such deed, stating the day and the hour of the day at which the same was brought into the office of the registrar for registration." Their Lordships do not think it necessary to determine whether this last clause refers to the last class of deeds or to the class of deeds before mentioned, or to both. The expression "deed," if taken literally, would not apply to a mere agreement in writing not under seal. But the material question turns on the construction of the 167th section. That section is to this effect:—"From and after the registration of every such deed or instrument in manner aforesaid, the debtor and creditors, and trustees parties to such deed, or who have assented thereto, or are bound thereby, shall," &c. This description appears to be applicable to the different classes of persons who are specified in section 168, that is to say, the debtor, the creditor, the trustees, and those who without having assented to the deed are bound thereby; certainly the latter expression would not apply to deeds which did not exactly comply with

the requirements of the 192nd section, and accordingly the 194th section gives the power and imposes the obligation of registering any deed of composition or deed for the benefit of creditors, which has not been registered under the 192nd section, in the Court of Bankruptcy; and the words are material. A deed under the 192nd section is to be registered by the deed being brought into the office of the Chief Registrar, and the solemnities attending its registration are clearly defined. A deed under the 19th section is directed to be registered simply in the Court of Bankruptcy. For convenience sake, a general order, I have given both forms of registration to the same office, and to the same office; but the registration under the one section is very different from the registration under the other section. The 194th section was introduced with a double view. First, because it was apprehended that many deeds of composition might still be made which would not be brought under the 192nd section, and which might have an injurious effect by reason of their being secret deeds of arrangement. The obligation, therefore, was imposed upon all persons, parties to such deed, of bringing it to be registered within twenty-eight days after its approval in the Court of Bankruptcy, and a penalty is attached in case of default, that the deed shall not be receivable in evidence. Another object of the enactment was this—it was felt that possibly many a deed of composition might not be perfected in the manner required by the 192nd section within the twenty-eight days, and yet that all the creditors might be willing to accede to such a deed; and, therefore, power was given to register under the 194th section, a deed which did not exactly comply with the requirements of the 192nd section." Then he goes on to say:—"These two forms of registration, therefore, being very different, the consequences of the one form do not attach to the other. The consequence of an observance in every respect of the terms of the 192nd section is that the deed is binding on the minority of the creditors who do not execute or assent to it. No such consequence is attached to registration under the 194th section." And accordingly he held that the conveyance there, being a conveyance of all the debtor's property, and not being registered under the 192nd and 193rd sections, was an act of bankruptcy.

It may be desirable to refer next to the case of Symons v. George (38 Law Journal (new series), Exch. 281). Their Lordships cannot help thinking that the marginal note of that case, to which the learned Judges in Hongkong appear to have referred, may somewhat have misled them. The marginal note is to this effect: "A trust deed in the form given in Schedule D of the Bankruptcy Act, 1861, and registered, &c., according to section 192, though not assented to by the prescribed majority of creditors, is by virtue of the 194th and 197th sections,—the 197th section corresponding to the 107th section in the ordinance,—subject to the jurisdiction of the Court of Bankruptcy." It should be observed, however, that the real point decided in this case was no more than this—that the debtor having conveyed to certain trustees his effects and property, to be administered for the benefit of his creditors as if in bankruptcy, and that property having been delivered in pursuance of the ordinance,—"subject to the jurisdiction of the Court of Bankruptcy." It should be observed, however, that the real point decided in this case was no more than this—that the debtor having conveyed to certain trustees his effects and property, to be administered for the benefit of his creditors as if in bankruptcy, and that property having been delivered in pursuance of the ordinance,—"subject to the jurisdiction of the Court of Bankruptcy." 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**THE CHINA MAIL.**

No. 4421.—August 31, 1877.

**Mails.**

**COMPAGNIE DES MESSAGERIES MARITIMES.**  
**PAQUEBOTS POSTE FRANCAIS.**

**STEAM FOR SAIKON, SINGAPORE, BATAVIA, POINT DE GALLE, ADEN, SUEZ, ISMALLA, PORT SAID, NAPLES, AND MARSEILLES;**  
Also,  
**BOMBAY, MAHE, ST. DENIS, AND PORT-LOUIS.**

**ON SATURDAY, the 1st September, 1877, at Noon, the Company's S. S. "IRAOU ADDY," Commandant BAULE, with **MAILS, PASSENGERS, SPECIE, and CARGO**, will leave this Port for the above places.**

Cargo and Specie will be registered for London as well as for Marseilles, and accepted in transit through Marseilles for the principal places of Europe.

Cargo will be received on board until 4 p.m., Specie and Parcels until 3 p.m. on the 31st August, 1877. (Parcels are not to be sent on board; they must be left at the Agency's Office.)

Contents and value of Packages are required.

For further particulars, apply at the Company's Office.

H. DU POUHEY,  
Agent.

Hongkong, August 20, 1877.



**STEAM FOR SINGAPORE, PENANG, Point de Galle, Aden, Suez, Malta, Brindisi, Ancona, Venice, Mediterranean Ports, Southampton, and London, also,**

**Bombay, Madras, and Calcutta.**

**THE PENINSULAR AND ORIENTAL STEAM NAVIGATION COMPANY'S Steamship PESHAWUR, Captain WHITE, will leave this on SATURDAY, the 8th September, at Noon.**

For further Particulars, apply to

A. LIND, Superintendent.

Hongkong, August 28, 1877.

**Occidental & Oriental Steam-Ship Company.**

**TAKING THROUGH CARGO AND PASSENGERS FOR THE UNITED STATES AND EUROPE, IN CONNECTION WITH THE CENTRAL and UNION PACIFIC AND CONNECTING RAILROAD COMPANIES**

**ATLANTIC STEAMERS.**

**THE S. S. "BELGIC" will be despatched for San Francisco via Yokohama, on SATURDAY, the 8th September, at 3 p.m., taking Cargo and Passengers for Japan, the United States and Europe.**

Connection is made at Yokohama, with Steamers from Shanghai.

Freight will be received on Board until 4 p.m. of the 7th Proximo. PARCEL PACKAGES will be received at the Office until 5 p.m. same day; all Parcel Packages should be marked to address in full; value of same is required.

Return Passage Tickets available for 6 months are issued at a reduction of 20 per cent. on regular rates.

For further information as to Freight or Passage, apply to the Agency of the Company, No. 37, Queen's Road Central.

G. B. EMORY, Agent.

Hongkong, August 23, 1877.

**AK YON, SHIPS' COMPRADORE AND STEVEDORE, No. 57, Praya Wan.**

**SHIPPING SUPPLIED WITH ALL KINDS OF COAL, WATER, BALLAST, FRESH PROVISIONS & OILMANS STORES**

**Of the best quality and at the shortest notice.**

Hongkong, May 1, 1876.

**INSURANCES.**

**SHEONG ON FIRE INSURANCE COMPANY, LIMITED.**

**CAPITAL ONE MILLION DOLLARS.**

**Director.**

KWOK ACEHONG, Merchant.  
PANG YIM, Merchant.  
HO SAM, of Hop Yim Chan, Merchant.  
Loo Yee, of the Yee On Hong, Merchant.  
Lee SING, of Lai Hing Firm, Merchant.  
CHIAO SING YOUNG, Merchant.  
CROY CHAN, Merchant.

**Manager—HO AMEL.**

**POLICIES against FIRE granted on BUILDINGS and on Goods stored therein at CURRENT RATES, subject to DISCOUNT of 20% on the Premium.**

**OFFICE, 48, Bonham Strand.**

**INSURANCES.**

**HAMBURG-MAGDEBURG FIRE INSURANCE CO. of HAMBURG.**

**THIS Company is now Prepared to Issue Policies against LOSS or DAMAGE by FIRE at Current Rates. Every Risk taken by this Company is participated in by Three of the largest German Fire Insurance Companies, representing an aggregate Capital and Surplus of over SIXTY MILLION MARKS, equal to FIFTEEN MILLION DOLLARS, thus enabling this Company to accept large lines.**

**SANDER & Co., Agents.**

Hongkong, June 26, 1877.

no. 26

**THE NORTH-CHINA INSURANCE CO.**

**SUBSCRIBED CAPITAL—Tael Two Million, in 1,000 shares of Taels 2,000 each.**

**PAID UP CAPITAL—Tael Six Hundred Thousand, or Taels 600 per share.**

**PROVISIONAL COMMITTEE.**

F. H. Bell, Esq. (Messrs Adamson, Bell & Co.)

M. S. Gurney, Esq. (Messrs David Seaman, Sons & Co.)

JAMES HART, Esq. (Messrs Gilman & Co.)

HUGH SUTHERLAND, Esq. (Messrs John Forster & Co.)

A. G. Wood, Esq. (Messrs Gibb, Livingston & Co.)

**HEAD OFFICE—SHANGHAI.**

**Secretary—HENRY S. MORINE, Esq.**

**BANKERS.**

**HONGKONG & SHANGHAI BANKING CORPORATION.**

**BRANCHES.**

LONDON (25, Cornhill, E.C.), HONGKONG, YOKOHAMA.

**A G E N C I E S.**

At the principal ports in the East and Australian Colonies.

**ROYAL INSURANCE COMPANY.**

**THE Undersigned, Agents for the above Company, are prepared to grant Insurances at current rates.**

**MELCHERS & Co., Agents, Royal Insurance Company.**

Hongkong, October 27, 1874.

**INSURANCES.**

**THE CHINA FIRE INSURANCE COMPANY, LIMITED.**

**HEAD OFFICE—HONGKONG.**

**GENOCIES at all the Treaty Ports of China and Japan, and at Singapore, Salagon and Penang.**

Risks accepted, and Policies of Insurance granted at the rates of Premium current at the above mentioned Ports.

**NO CHARGE FOR POLICY FEES.**

**JAS. B. COUGHTRIE,**

**Secretary.**

Hongkong, November 1, 1871.

no. 26

**LANCASHIRE INSURANCE COMPANY.**

**(FIRE AND LIFE.)**

**CAPITAL—Two Millions Sterling.**

**THE Undersigned are prepared to grant Policies against the Risk of FIRE on Buildings or on Goods stored therein, on Goods in Matabeda, on Goods on board Vessels and on Hulls of Vessels in Harbour, at the usual Terms and Conditions.**

Proposals for Life Assurances will be received, and transmitted to the Directors for their decision.

If required, protection will be granted on first class Lives up to £1000 on a Single Life.

**Foy Rates of Premiums, forms of proposals or any other information, apply to ARNHOLD, KÄRBERG & Co., Agents Hongkong & Canton.**

Hongkong, January 4, 1867.

no. 26

**ROYAL INSURANCE COMPANY.**

**THE Undersigned, Agents for the above Company, are prepared to grant Insurances at current rates.**

**MELCHERS & Co., Agents, Royal Insurance Company.**

Hongkong, October 27, 1874.

**CHINESE INSURANCE COMPANY. (LIMITED.)**

**NOTICE.**

**POLICIES granted at current rates on Marine Risks to all parts of the World.**

In accordance with the Company's Articles of Association, Two Thirds of the Profits of the Reserve Fund as above stated, Two-thirds as a return to Contributors (being Shareholders), in proportion to the Premium paid or influenced by them.

A revision of the Share List will take place at the end of every three years, and for this purpose power will be given to the Directors by the Deed of Settlement to withdraw at the before-mentioned periods all or any of the Shares held by Shareholders who have not contributed Premium or whose contributions during the preceding three years have not been in proportion to the number of Shares held.

Shareholders retiring from the Company in pursuance of the above regulation, will be notified at least three months prior to the date fixed for any such revision of the Share List, and will have the option of disposing of their Shares in either of the following ways:

They will be at liberty at any time after receipt of notice of withdrawal, and prior to the date of revision, to sell their Shares to any person approved by the Company and accepted as the transferee;

Upon surrendering their scrip certificate for cancellation at the time of such revision, and pursuant to notice, will receive a return of the Capital paid up thereon; and so soon after as the financial position of the Company up to the date of the revision can be ascertained and the accounts adjusted, they shall also receive a pro-rata share of the Reserve Fund, if any accumulated, together with such proportion of the unappropriated profits as may be found due to them.

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